RECENT DECISIONS

BAILMENTS—RESTAURANTS—CLOTHING OF GUESTS.—Plaintiff went into defendant's restaurant, where a check-room was provided for the checking of outer garments, was assigned a seat at a table, and himself hung up his overcoat on a hook provided for that purpose within two feet of where he was sitting. The overcoat was lost. *Held,* the defendant is not liable. *Wentworth* v. *Riggs,* 143 N. Y. Supp. 955 (App. Div.).

The question was whether there was ever a delivery of the overcoat into the possession of the defendant, and it was properly held that since the plaintiff failed to take advantage of the facilities provided and hung it up himself so close as to be in his possession, that there was no bailment. The case follows several similar ones in New York. *Montgomery* v. *Ladjing,* 30 Misc. 92, 61 N. Y. Supp. 840; *Harris* v. *Child's Unique Dairy Co.,* 84 N. Y. Supp. 260. But where a waiter took the coat and hung it up behind the customer's chair, the proprietor was held liable as a bailee. *Ultzen* v. *Nicols,* L. R. [1894] 1 Q. B. 92. The whole question is whether there is a constructive delivery. Thus when a customer is purchasing clothing and has to lay aside wraps or outer garments in order to try it on, it is settled that there is a bailment for mutual benefit, the consideration being the expected profit of the sale, and the merchant is liable if they are lost through his negligence. *Bunnell* v. *Stern,* 122 N. Y. 539, 25 N. E. 910, 19 Am. St. Rep. 519, 10 L. R. A. 481. Also he is liable for the loss of any object, as a watch, which is ordinarily worn with such garments. *Woodruff* v. *Painter,* 150 Pa. St. 91, 24 Atl. 621, 19 Am. St. Rep. 519, 16 L. R. A. 451. But there are cases holding that where a woman purchaser lays her purse on the counter, the merchant is not liable, either on account of her own negligence, or because there was no necessity for its being lost possession of. *Powers* v. *O'Neill,* 89 Hun. 129, 34 N. Y. Supp. 1007; *McAllister* v. *Simon,* 27 Misc. 214, 57 N. Y. Supp. 733. It has been held that where one leaves his coat in a dressing room while taking a Turkish bath, there is a bailment. *Bird* v. *Everard,* 4 Misc. 104, 23 N. Y. Supp. 1008. But where one rents a box at a theater and hangs his overcoat in it on a hook provided therefor, there is no bailment. *Pattison* v. *Hammerstein,* 17 Misc. 375, 39 N. Y. Supp. 1039.

CARRIERS—BAGGAGE—LIMITATION OF LIABILITY.—The plaintiff sued to recover value of baggage lost through the fault of the defendant railroad company. A stipulation limiting liability for baggage to $100, unless a greater value was declared, was stated on the plaintiff's ticket and baggage receipt, and was filed with the Interstate Commerce Commission. The plaintiff had no actual knowledge of the limitation. *Held,* the plaintiff is bound by the limitation. *Barstow* v. *New York, etc., Ry. Co.,* 143 N. Y. Supp. 983 (App. Div.); *Ford* v. *Chicago, etc., Ry. Co.* (Minn.), 143 N. W. 249. See NOTES, p. 405.